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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF WASHINGTON

8 MILESTONE SYSTEMS, INC., an)
9 Oregon corporation,)
10 Plaintiff,)
11 v.)
12 RICH SCHERMERHORN,)
13 Defendant.)
Case No. C12-0177CV
COMPLAINT
(Declaratory Judgment and
Injunctive Relief)
NOT SUBJECT TO MANDATORY
ARBITRATION
Fee Authority: Ch. 595, Sec. 8(1),(2)(a)

FACTUAL ALLEGATIONS

15 1.
16 Milestone Systems, Inc. ("Plaintiff") is an Oregon corporation with its principal place of
17 business in Beaverton, Oregon.

18 2.
19 Rian Schermerhorn (“Defendant”), by information and belief, is a resident of Washington
20 State. He has consented to the jurisdiction of Oregon courts.

21 3.
22 Plaintiff provides open platform software for managing IP network-based video security
23 surveillance systems scaled to meet different customer needs in all industry sectors in the global
24 marketplace. Its products are compatible with IP cameras, encoders and digital video recorders.

25 4.
26 Defendant was employed by Plaintiff from October 19, 2009 through May 20, 2011.

1 when his employment was terminated.

2 5.

3 In a September 30, 2009 offer letter, Exhibit 1, Plaintiff informed Defendant that as a
4 condition of his employment he would be required to sign an Employee Confidentiality,
5 Intellectual Property and Noncompete Agreement.

6 6.

7 Defendant's first day of employment was October 19, 2009. In consideration for
8 employing Defendant, Defendant executed an Employee Confidentiality, Intellectual Property
9 and Noncompete Agreement ("Agreement"), Exhibit 2. In pertinent part, the Agreement states
10 as follows:

11 * * *

12 2. Confidential Information. "Confidential Information" means all
13 trade secrets, know-how, computer programs (whether in source code or object
code), mathematical formulae, theories, techniques, procedures, processes,
14 strategies, methods, systems, designs, the identity of and any information
concerning affiliates or customers, the identity of and any information concerning
suppliers, production methods and sources, marketing and sales information,
15 information received from others that Company or its parent corporation are
obligated to treat as confidential or proprietary, and any other technical, operating,
16 financial and other business information that has commercial value that Employee
may develop or acquire knowledge of in Employee's work for Company.
17 Confidential Information does not include general skills, experience or
information that is generally available to the public or has entered the public
18 domain other than through Employee's direct or indirect act or omission.

19 Employee agrees to maintain Confidential Information in confidence both
20 during and after employment, and to use such information only in the fulfillment
of Employee's duties to Company. Employee will not use Confidential
21 Information, directly or indirectly, for Employee's personal benefit or for the
benefit of any other person or entity, or in any manner adverse to the interests of
22 Company. Employee will not disclose Confidential Information, directly or
indirectly, except to persons authorized by Company to receive such information,
23 without Company's express prior written consent.

24 When Employee's employment terminates, Employee will immediately
25 return all Confidential Information, and any copies thereof, (including without
limitation written or printed documents, email and computer disks or tapes,
26 whether machine or user readable, computer memory, and other information
reduced to any recorded format or medium) containing, summarizing, abstracting
or in any way relating to Confidential Information.

1 * * *

2 4. Non-compete. Unless Company gives prior written permission,
 3 Employee agrees that during the term of Employee's employment and for a period
 4 of one year after termination of the employment for any reason, Employee will not
 5 (i) accept any employment, consulting or other assignment with, (ii) have an
 6 ownership interest in, or (iii) otherwise become engaged in any business with, any
 7 Competing Business. "Competing Business" shall mean that portion or segment of
 8 the business of any person, corporation or other entity which indirectly or directly
 9 is engaged in the sale or production of products or services of a kind similar to or
 10 competitive with any products or services produced by Company or its
 11 subsidiaries or affiliates.

12 5. No hire, no solicitation. Unless Company gives prior written
 13 permission, Employee agrees that during the term of Employee's employment and
 14 for a period of one year after termination of the employment for any reason,
 15 Employee will not directly or indirectly (i) hire, recruit, solicit or otherwise induce
 16 an employee or consultant of Company to discontinue its employment or
 17 consulting relationship with Company, or (ii) induce or encourage a customer,
 18 vendor, reseller or wholesaler of Company to reduce or cease doing business with
 19 Company.

20 6. Injunctive Relief. Employee agrees that Company will suffer
 21 irreparable harm due to a breach of this Agreement, for which monetary damages
 22 will not suffice. Accordingly, in addition to Company's other remedies, Employee
 23 agrees to the entry of preliminary injunctive relief and a temporary restraining
 24 order in the event of an actual or threatened breach of this agreement.

25 7. Inspection and Return of Materials. Employee agrees that upon
 26 termination of his/her employment, or upon earlier request by Company,
 27 Employee shall return all Company materials, including but not limited to
 28 computers, computer files and media, data, documents, drawings, engineering log
 29 books, equipment, inventor notebooks, programs, prototypes, records, samples,
 30 equipment and other information and physical property, whether or not pertaining
 31 to intellectual property and no matter where located, that were furnished to
 32 Employee by Company or produced by Employee or others in connection with the
 33 Employee's employment. Such materials shall remain the sole and exclusive
 34 property of Company. Employee agrees that any Company property situated on
 35 the Company's premises or at the Employee's home or other locations, including
 36 computers, e-mail, voicemail, disks etc, is subject to inspection by Company.

21 * * *

22 9. Miscellaneous. This Agreement shall survive termination of
 23 Employee's employment by Company or any of its affiliates. This is the entire
 24 agreement between the parties on this subject matter, and supersedes all prior
 25 agreements or understandings, written or oral. This Agreement may be amended
 26 only in writing signed by both parties. This Agreement shall be binding upon and
 27 inure to the benefit of Company, its successors and assigns and shall be binding
 28 upon Employee, Employee's heirs, executors, administrators or other legal
 29 representatives. To the extent any clause of this Agreement is deemed
 30 unenforceable, the Agreement shall remain in force and the unenforceable clause

1
2 shall be narrowed only to the extent required to implement the intent of the parties
3 as well as possible. This Agreement shall be governed and construed under
4 Oregon law and each party consents to the sole jurisdiction of the federal and state
5 courts of the state of Oregon with respect to any dispute arising out of Employee's
6 employment with Company or this Agreement.

7.

8 Defendant was employed as the NW Territory Manager, in the western United States. He
9 was responsible for developing business and revenue growth in his region by working with end
10 users and distributors. At the time his employment was terminated, he worked directly under
11 supervision of the Vice President of Field Sales.

12 8.

13 When Defendant was hired, he was given access to confidential, proprietary and trade
14 secret information for Plaintiff's business across the United States. In the performance of his job
15 duties, Defendant utilized this information on a regular basis.

16 9.

17 This confidential, proprietary, and trade secret information included specific customer
18 information, dates of customer purchases, and products purchased for customers throughout the
19 entire United States; detailed financial information; detailed competitive pricing and discount
20 structures; detailed knowledge of Plaintiff's entrance strategy into developing markets and
industries and product placement strategy; and Plaintiff's plans for innovative and new product
design and enhancement.

21 10.

22 This confidential, proprietary and trade secret information form the basis of Plaintiff's
23 ability to compete in the marketplace. Plaintiff takes reasonable steps to protect its interest in
24 this information and it is not available to the public.

25 11.

26 Defendant had unfettered access to complete information on all of Plaintiff's customers

1 located in the western United States, and utilized this information a daily basis. Plaintiff
 2 invested, and continues to invest, considerable effort, time and expense to develop and secure a
 3 substantial customer clientele. This customer information included dates of purchases made by
 4 those customers and the types of products purchased by those customers. As Defendant secured
 5 new customers or sold to previous customers, Defendant was responsible for keeping this
 6 information up to date. Defendant also had complete access to the same or substantially similar
 7 customer information for customers throughout the United States.

8 12.

9 Defendant received formal training on how to market and sell Plaintiff's technology and
 10 products throughout the world. Defendant received specific formal training and information on
 11 how to compete with Plaintiff's competitors in the western United States.

12 13.

13 Plaintiff terminated Defendant's employment on May 20, 2011. Based on information
 14 and belief, on or about July 2011, Defendant began working for one of Plaintiff's distributors,
 15 not a competitor.

16 14.

17 Based on information and belief, on or about October 2011, Defendant began working
 18 for Exacq Technologies ("Exacq"), one of Plaintiff's direct business competitors. As a direct
 19 competitor of Plaintiff, Exacq identifies itself as a developer of video management system for
 20 "security and surveillance applications." Exacq claims to provide scaled systems for customers,
 21 and it markets its products as compatible with IP cameras, servers and storage systems.

22 15.

23 Based on information and belief, Defendant is employed by Exacq as "Western Sales
 24 Manager" and Defendant's job responsibilities are similar to the responsibilities he had while
 25 employed by Plaintiff and he manages in the same territory as he managed while employed by
 26 Plaintiff.

1
2 16.
3 On October 18, 2011, by and through its attorney, Plaintiff sent Defendant a letter
4 reminding Defendant of his obligations to Plaintiff and asking him to cease his employment with
5 Exacq. To date, Plaintiff has not received any response from Defendant.

6 **First Claim for Relief**

7 **(Declaratory Judgment Relief)**

8 17.
9 Plaintiff incorporates by reference the allegations in the preceding paragraphs of this
10 Complaint.

11 18.

12 Plaintiff seeks declaratory judgment under the Uniform Declaratory Judgments Act, ORS
13 28.010 to 28.160, to resolve this definite and concrete controversy between the parties.

14 19.

15 Plaintiff is entitled to a judgment declaring that the Agreement is valid and enforceable
16 and that Defendant's employment by Exacq Technologies is in violation of the Agreement.

17 **Second Claim for Relief**

18 **(Injunctive Relief)**

19 20.

20 Plaintiff incorporates by reference the allegations in the preceding paragraphs of this
21 Complaint.

22 21.

23 Plaintiff will suffer irreparable harm if Defendant:

24 a) Remains employed with Exacq during the term of the noncompetition provision
25 of the Agreement;
26 b) Discloses Plaintiff's confidential, proprietary and trade secret information to

- Exacq Technologies or other entities;
- Continues to compete directly or indirectly with Plaintiff;
- Seeks further employment with any business that competes directly or indirectly with Plaintiff;
- Solicits business from customers, suppliers, partners or vendors of Plaintiff by directly or indirectly inducing or encouraging them to reduce or cease doing business with Plaintiff; and
- Hires, recruits, solicits or otherwise induces an employee or consultant of Plaintiff to discontinue their employment or consulting relationship with Plaintiff.

22.

11 Plaintiff is entitled to an injunction prohibiting Defendant from engaging in the activities
12 in the foregoing paragraph.

Prayer for Relief

Plaintiff prays for the following relief:

15 1) On its First Claim for Relief, for a declaratory judgment that the Agreement is
16 valid and enforceable, Defendant is bound by the confidentiality, noncompetition and
17 nonsolititation provisions in the Agreement, and that Defendant has breached the Agreement;
18 2) On its Second Claim for Relief, for injunctive relief prohibiting Defendant from
19 working for Exacq during the term of the noncompetition provision of the Agreement; disclosing
20 Plaintiff's confidential, proprietary and trade secret information to third parties; competing
21 directly or indirectly with Plaintiff; seeking any further employment with any business that
22 competes directly or indirectly with Plaintiff; soliciting business, directly or indirectly, from
23 customers, suppliers, partners or vendors of Plaintiff or inducing or encouraging them to reduce
24 or cease doing business with Plaintiff; or hiring, recruiting, soliciting or otherwise inducing an
25 employee or consultant of Plaintiff to discontinue their employment or consulting relationship
26 with Plaintiff;

1 3) For its costs and disbursements; and
2 4) For such other relief as the Court deems just and proper.

3

4 DATED: January 11, 2012.

5

6 WYSE KADISH LLP

7

8 By: 
9 Lisa A. Amato, OSB No. 920253
10 laa@wysekadish.com

11 Bruce H. Orr, OSB No. 813297
12 bho@wysekadish.com

13 Attorneys for Plaintiff

14 Trial Attorney: Lisa A. Amato

**In the Circuit Court of the State of Oregon
For the County of Washington**

MILESTONE SYSTEMS, INC.,)
an Oregon corporation,)
Plaintiff,) Case No. C12-0177CV
v.)
RIAN SCHERMERHORN,)
Defendant.)
SUMMONS

To: Rian Schermerhorn
2310 N Fourth Way
Ridgefield, WA 98642

You are hereby required to appear and defend the complaint filed against you in the above entitled action within thirty (30) days from the date of service of this summons upon you, and in case of your failure to do so, for want thereof, plaintiff(s) will apply to the court for the relief demanded in the complaint.

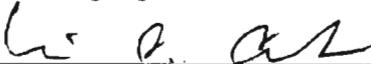
NOTICE TO DEFENDANT: READ THESE PAPERS CAREFULLY!

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal paper called a "motion" or "answer". The "motion" or "answer" must be given to the court clerk or administrator within 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service on the plaintiff.

If you have questions, you should see an attorney immediately. If you need help in finding an attorney, you may contact the Oregon State Bar's Lawyer Referral Service online at www.oregonstatebar.org or by calling (503) 684-3763 (in the Portland metropolitan area) or toll-free elsewhere in Oregon at (800) 452-7636.

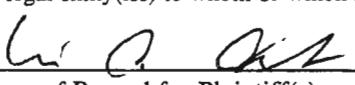
STATE OF OREGON, County of Multnomah) ss.

I, the undersigned attorney of record for the plaintiff, certify that the foregoing is an exact and complete copy of the original summons in the above entitled action.



Attorney of Record for Plaintiff(s)

TO THE OFFICERS OR OTHER PERSON SERVING THIS SUMMONS: You are hereby directed to serve a true copy of this summons, together with a true copy of the complaint mentioned therein, upon the individual(s) or other legal entity(ies) to whom or which this summons is directed, and to make a proof of service which you shall attach hereto.



Attorney of Record for Plaintiff(s)

A TRUE COPY
[Signature]

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4 IN THE CIRCUIT COURT OF THE STATE OF OREGON
5 FOR THE COUNTY OF WASHINGTON

6 MILESTONE SYSTEMS, INC.,)
7 an Oregon Corporation) Case No. C 12-0177CV
8 Plaintiff,)
9 vs.)
10 RIAN SCHERMERHORN,)
11 Defendant.)
12

13 I, Lisa Amato, do hereby declare under penalty of perjury:

14 1. I am one of the attorneys for Milestone Systems, Inc. ("Plaintiff"). I am over 18
15 years of age. I submit this declaration in support of Plaintiff's Motion for Preliminary Injunction,
16 and I have personal knowledge of the matters set forth in this declaration.

17 2. The U.S. Census Bureau, 2010 American Community Survey estimated that the
18 median four-person family income during 2011 to be \$66,616.00 in Oregon. Attached as Exhibit
19 A is a true copy of the U.S. Census Bureau 2010 American Community Survey.

20 3. Attached as Exhibit B is a true copy of Defendant's LinkedIn page as it existed on
21 January 11, 2012, identifying Defendant as the Western Sales Manager with Exacq Technologies.

22 4. Attached as Exhibit C is a true copy of Exacq Technologies web page as it existed
23 on November 21, 2011, identifying Defendant as the Western sales manager.

24 5. Plaintiff's develops open platform software for managing IP network-based video
25 surveillance. Attached as Exhibit D is a true copy of Plaintiff's web page as it existed on
26 November 21, 2011.

PAGE 1 - DECLARATION OF LISA AMATO IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY INJUNCTION

1 6. Exacq Technologies is in the same industry as Plaintiff, and competes directly
2 with Plaintiff for customers and users of their product. Exacq Technologies even mimics the
3 same color scheme as Plaintiff in its marketing materials. Attached as Exhibit E is a true copy of
4 Plaintiff's web page as it existed on November 21, 2011.

5

6 **I hereby declare that the above statements are true to the best of my knowledge and**
7 **belief, and that I understand they are made for use as evidence in court and is subject to**
8 **penalty for perjury.**

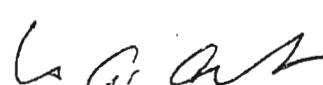
9

10 DATED this 11 day of January, 2012.

11

12

13


Lisa Amato

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26

PAGE 2 - DECLARATION OF LISA AMATO IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY INJUNCTION

B19119. MEDIAN FAMILY INCOME IN THE PAST 12 MONTHS (IN 2010 INFLATION-ADJUSTED DOLLARS) BY FAMILY SIZE

Data Set: 2010 American Community Survey 1-Year Estimates

Survey: American Community Survey, Puerto Rico Community Survey

NOTE: Although the American Community Survey (ACS) produces population, d For information on confidentiality

Alabama

	Estimate	Margin of Error (+/-)
Total:	50429	708
2-person families	46025	1054
3-person families	51182	1553
4-person families	61593	2270
5-person families	56517	3062
6-person families	47374	8238
7-or-more-person families	46269	4969

Alaska

	Estimate	Margin of Error (+/-)
Total:	76962	2545
2-person families	70811	3378
3-person families	77200	5119
4-person families	88003	4671
5-person families	81698	12843
6-person families	80382	7654
7-or-more-person families	93021	11293

Arizona

	Estimate	Margin of Error (+/-)
Total:	55353	769
2-person families	53781	1112
3-person families	56508	1819
4-person families	61267	1288
5-person families	55782	2673
6-person families	50973	2869
7-or-more-person families	51906	5189

Arkansas

	Estimate	Margin of Error (+/-)
Total:	47049	745
2-person families	44048	1223
3-person families	47035	1801
4-person families	56275	2299
5-person families	50461	4456
6-person families	47790	7278
7-or-more-person families	48141	7145

California

	Estimate	Margin of Error (+/-)
Total:	65481	394
2-person families	61539	500
3-person families	66050	839

EXHIBIT

A

1 of 11

4-person families	74738	3398
5-person families	70872	5633
6-person families	62873	9490
7-or-more-person families	62251	9785

Maryland

	Estimate	Margin of Error (+/-)
Total:	83137	1192
2-person families	73947	1509
3-person families	84151	2631
4-person families	100928	2225
5-person families	91749	4980
6-person families	87954	6120
7-or-more-person families	88140	12524

Massachusetts

	Estimate	Margin of Error (+/-)
Total:	78653	1116
2-person families	64174	1230
3-person families	80337	1999
4-person families	99067	2786
5-person families	101176	3646
6-person families	100171	8437
7-or-more-person families	93845	14322

Michigan

	Estimate	Margin of Error (+/-)
Total:	56101	429
2-person families	50079	523
3-person families	58467	952
4-person families	70237	1561
5-person families	66312	1828
6-person families	58706	3059
7-or-more-person families	49962	3724

Minnesota

	Estimate	Margin of Error (+/-)
Total:	69625	675
2-person families	61170	835
3-person families	71784	1363
4-person families	84251	1820
5-person families	82016	1991
6-person families	73769	3990
7-or-more-person families	67733	6331

Mississippi

	Estimate	Margin of Error (+/-)
Total:	45484	988
2-person families	41601	1124
3-person families	45536	2433

4-person families	54765	3465
5-person families	47144	4113
6-person families	41687	3961
7-or-more-person families	48282	9925

Missouri

	Estimate	Margin of Error (+/-)
Total:	56214	603
2-person families	50603	610
3-person families	58355	1739
4-person families	67255	1838
5-person families	64472	2173
6-person families	62419	7474
7-or-more-person families	58164	5009

Montana

	Estimate	Margin of Error (+/-)
Total:	54507	1827
2-person families	49743	1761
3-person families	56308	4786
4-person families	68313	4258
5-person families	59017	7128
6-person families	65356	11763
7-or-more-person families	67154	12366

Nebraska

	Estimate	Margin of Error (+/-)
Total:	60812	905
2-person families	55519	1051
3-person families	64700	2481
4-person families	71247	1981
5-person families	68167	3892
6-person families	66156	10617
7-or-more-person families	55737	9814

Nevada

	Estimate	Margin of Error (+/-)
Total:	60192	1155
2-person families	55573	1521
3-person families	60855	3457
4-person families	65179	2839
5-person families	62097	3367
6-person families	72635	8937
7-or-more-person families	77055	8902

New Hampshire

	Estimate	Margin of Error (+/-)
Total:	74634	1610
2-person families	61679	1644
3-person families	79349	3328

4-person families	91750	3213
5-person families	92662	4035
6-person families	82450	13297
7-or-more-person families	86677	33797

New Jersey

	Estimate	Margin of Error (+/-)
Total:	82427	842
2-person families	67503	1180
3-person families	84896	2412
4-person families	101957	1443
5-person families	101670	1874
6-person families	98687	5915
7-or-more-person families	83979	11015

New Mexico

	Estimate	Margin of Error (+/-)
Total:	51020	945
2-person families	49515	1871
3-person families	51782	2454
4-person families	54640	4250
5-person families	48380	4440
6-person families	54386	6213
7-or-more-person families	51859	12055

New York

	Estimate	Margin of Error (+/-)
Total:	65897	408
2-person families	56113	656
3-person families	66953	1020
4-person families	81212	1157
5-person families	79123	2327
6-person families	71167	3284
7-or-more-person families	75294	4108

North Carolina

	Estimate	Margin of Error (+/-)
Total:	52920	541
2-person families	48710	796
3-person families	54310	1252
4-person families	65036	1641
5-person families	55884	1611
6-person families	52699	4441
7-or-more-person families	47297	4293

North Dakota

	Estimate	Margin of Error (+/-)
Total:	65207	1493
2-person families	58742	2126
3-person families	67244	3507

EXHIBIT A
 PAGE 7 of 11

4-person families	79336	3964
5-person families	67272	5919
6-person families	76845	9901
7-or-more-person families	72873	7144

Ohio

	Estimate	Margin of Error (+/-)
Total:	56518	418
2-person families	50253	453
3-person families	58376	1146
4-person families	70599	1183
5-person families	67293	2185
6-person families	62732	2825
7-or-more-person families	54470	4777

Oklahoma

	Estimate	Margin of Error (+/-)
Total:	51958	620
2-person families	48313	1001
3-person families	53332	1472
4-person families	60395	1558
5-person families	57247	3114
6-person families	52397	4204
7-or-more-person families	52154	8523

Oregon

	Estimate	Margin of Error (+/-)
Total:	56661	973
2-person families	52316	1101
3-person families	57429	2118
4-person families	66616	3028
5-person families	62897	3557
6-person families	60461	6004
7-or-more-person families	57870	7404

Pennsylvania

	Estimate	Margin of Error (+/-)
Total:	61890	408
2-person families	53091	711
3-person families	66487	951
4-person families	76682	1159
5-person families	75916	1745
6-person families	70037	3439
7-or-more-person families	69572	5192

Rhode Island

	Estimate	Margin of Error (+/-)
Total:	67814	2295
2-person families	59624	2310
3-person families	66800	4165

4-person families	86267	4358
5-person families	81765	6126
6-person families	70530	5785
7-or-more-person families	68559	12693

South Carolina

	Estimate	Margin of Error (+/-)
Total:	51704	595
2-person families	47853	902
3-person families	50824	1363
4-person families	62912	2947
5-person families	59407	3106
6-person families	51411	8060
7-or-more-person families	50935	5588

South Dakota

	Estimate	Margin of Error (+/-)
Total:	59987	1689
2-person families	55026	1713
3-person families	61612	3155
4-person families	69006	5174
5-person families	71118	6624
6-person families	62724	13633
7-or-more-person families	50825	4319

Tennessee

	Estimate	Margin of Error (+/-)
Total:	51083	511
2-person families	47234	942
3-person families	51642	1228
4-person families	60909	1728
5-person families	59276	4284
6-person families	49648	3974
7-or-more-person families	55438	7481

Texas

	Estimate	Margin of Error (+/-)
Total:	56575	441
2-person families	53950	594
3-person families	57825	1153
4-person families	63859	1391
5-person families	56537	1020
6-person families	50823	1784
7-or-more-person families	52581	2143

Utah

	Estimate	Margin of Error (+/-)
Total:	61618	583
2-person families	55555	1144
3-person families	59626	1922

EXHIBIT APAGE 9 of 11

4-person families	64780	2408
5-person families	70337	2064
6-person families	70524	4237
7-or-more-person families	75852	6080

Vermont

	Estimate	Margin of Error (+/-)
Total:	62575	1719
2-person families	55110	2017
3-person families	69736	3077
4-person families	77296	2981
5-person families	65153	9893
6-person families	76250	12749
7-or-more-person families	61956	25257

Virginia

	Estimate	Margin of Error (+/-)
Total:	72476	752
2-person families	64288	1027
3-person families	71644	2008
4-person families	87498	1771
5-person families	86298	2726
6-person families	82529	6134
7-or-more-person families	82030	7997

Washington

	Estimate	Margin of Error (+/-)
Total:	67328	649
2-person families	61919	750
3-person families	69195	1806
4-person families	80404	1323
5-person families	72746	2474
6-person families	61435	3949
7-or-more-person families	65524	7016

West Virginia

	Estimate	Margin of Error (+/-)
Total:	48927	1009
2-person families	44018	1439
3-person families	50987	2318
4-person families	61691	2892
5-person families	51955	5033
6-person families	59414	4696
7-or-more-person families	54180	17538

Wisconsin

	Estimate	Margin of Error (+/-)
Total:	62088	500
2-person families	55671	725
3-person families	64724	1501

4-person families	76117	1168
5-person families	72836	2436
6-person families	64818	5598
7-or-more-person families	52427	5370

Wyoming

	Estimate	Margin of Error (+/-)
Total:	65841	2734
2-person families	62072	3605
3-person families	67059	7981
4-person families	73362	4233
5-person families	63825	11078
6-person families	67004	15826
7-or-more-person families	72518	30016

Puerto Rico

	Estimate	Margin of Error (+/-)
Total:	21645	373
2-person families	18811	519
3-person families	21479	707
4-person families	27838	1303
5-person families	28944	2183
6-person families	24173	3962
7-or-more-person families	23938	3845

Source: U.S. Census Bureau, 2010 American Community Survey



Rian Schermerhorn

Western Sales Manager at Exacq Technologies
Portland, Oregon Area | Security and Investigations

Current	Western Sales Manager at Exacq Technologies
Past	Security Solutions Regional Manager at Communication Supply Corporation NW Territory Manager at Milestone Regional Security Manager at Anixter see all
Education	Linfield College
Recommendations	4 people have recommended Rian
Connections	341 connections
Websites	Company Website

Rian Schermerhorn's Experience

Western Sales Manager

Exacq Technologies

Privately Held; 51-200 employees; Security and Investigations industry
October 2011 – Present (4 months) | Western US

Business development, territory management and major account manager at the world's leading video mar

Security Solutions Regional Manager

Communication Supply Corporation

Public Company; 501-1000 employees; WSC; Telecommunications industry
July 2011 – October 2011 (4 months) | Portland, OR - Seattle, WA - San Francisco, CA

NW Territory Manager

Milestone

Privately Held; 201-500 employees; Computer Software industry
October 2009 – May 2011 (1 year 8 months)

Regional Security Manager

Anixter

Public Company; 5001-10,000 employees; AXE; Logistics and Supply Chain industry
March 2007 – October 2009 (2 years 8 months)

Territory Manager

TaylorLong & Associates

2006 – 2007 (1 year)

Rian Schermerhorn's Education

Linfield College

1994 – 1995

EXHIBIT B
PAGE 1 of 2

Rian Schermerhorn's Additional Information

Websites:

- Company Website

Groups and Associations:

 CCTV Video Surveillance, IP Technology & Solutions

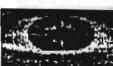
 GallagherSecure

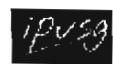
 GigaPixel Surveillance

 PDX Technology Professionals - Portland Oregon

 Physical Security Professional (PSP)

 RFP Partners for Wireless, Video Surveillance & Homeland Security

 Surveillance Technology

 The IPVSG - The IP VIDEO SECURITY GROUP

 Video Surveillance from IPVM

Contact Rian for:

- career opportunities
- new ventures
- expertise requests
- reference requests
- consulting offers
- job inquiries
- business deals
- getting back in touch

View Rian Schermerhorn's full profile to...

- See who you and **Rian Schermerhorn** know in common
- Get introduced to **Rian Schermerhorn**
- Contact **Rian Schermerhorn** directly

[View Full Profile](#)

Not the Rian Schermerhorn you were looking for? [View more »](#)

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EX-10.4
PAGE

C
2 of 5

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EXHIBIT C
PAGE 3 of 5

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C
PAGE 4 of 5

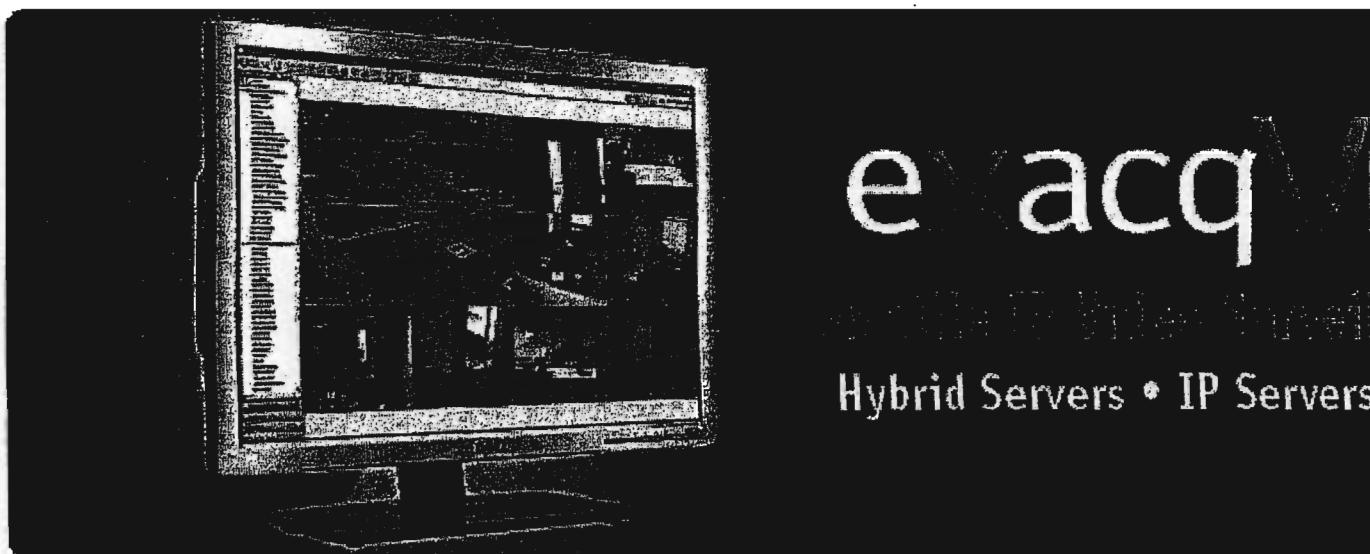
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C
5 of 5

Exhibit 1 p 26 of 82

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- **Product Highlight**

2011 Inc. 500 [Exacq on 2011 Inc 500 list](#)

Exacq Technologies makes the 2011 Inc 500 list, second consecutive year. [More info](#)

exacqVision

Version 4.7 [exacqVision 4.7](#)

Updated search page, client login, dewarping.

[Blog Post](#) [Download](#)

- **News and Events**



[Upcoming Events](#)

Exhibit 1 p 27 of 82

11/3/2011 11:52 AM

ISC Solutions
Nov 2-3, New York

IP-in-Action LIVE
Nov 9, Houston

Upcoming Reseller Training

Nov 7 & 8, Livermore, CA

Nov 10, Portland

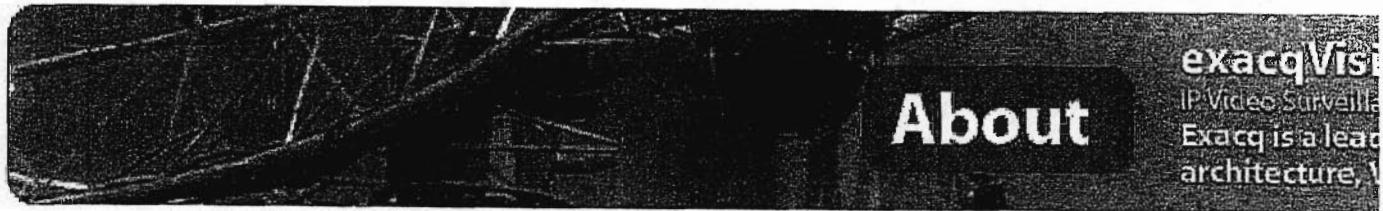
Nov 15, Charlotte

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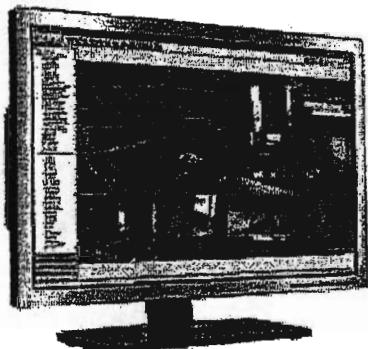
Exhibit 1 p 28 of 82

D
2 of 23

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About Exacq

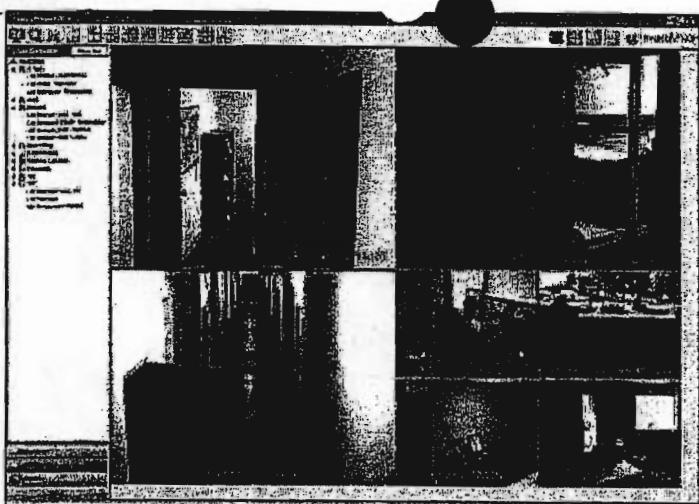
Exacq Technologies Inc., headquartered in Indianapolis, Indiana, is a leading developer of open architecture, Video Management System (VMS) solutions for security and surveillance applications. Our **exacqVision** VMS client-server solutions are scalable from a small single camera solution to large scale corporate or campus systems with thousands of cameras. Real-time and recorded video can be viewed, managed and configured from any location on the network.



exacqVision's open architecture VMS software ensures interoperability with IP cameras, servers and storage systems from manufacturers such as IBM, HP and Dell. Open architecture software allows customers the ability to select the highest quality components from a wide variety of manufacturers. We support all of the leading IP video cameras from Axis Communications, Arecont Vision, IQinvision, GE, Panasonic, Sony, ACTi, CBC Ganz, Vivotek, and more. Open architecture VMS software also provides flexibility of choosing the storage system that best fits the requirements by using the operating systems file system to map the system drives for video storage. Customers may select internal disk storage, RAID, iSCSI, DAS or SAN.

D
3 of 23

Exhibit 1 p 29 of 82



exacqVision's advanced virtual matrix switching and display enables the deployment of sophisticated surveillance solutions for remote and centralized monitoring. Virtual matrix switching will automatically route video to monitors upon internal or external events. Fast PTZ control and automated camera touring route video to a designated display based on external events or manual control. External events include triggers from contact closure sensors, video motion, serial & IP streams from access control, building automation, ATM and POS systems.

Exacq provides both **exacqVision** VMS software and preconfigured hybrid and IPS systems giving our customers the choice and convenience of deploying solutions to meet the needs and requirements as specified. Preconfigured systems simplify and speed the selection and installation process. Software-only VMS solutions provide customers with the choice of selecting their hardware manufacturer and the price and performance desired.



Integration is accomplished on multiple levels to add value to our **exacqVision** VMS solutions. Video can be integrated with text from access control, ATM and POS systems. Our VMS software is based on plugin architecture and new plugins are developed to add functionality and expand device integration. A software developer's toolkit (SDK) is available for developers that need integration at the file or system level.

exacqVision VMS solutions are flexible and scale to meet stringent requirements of corporate, financial, state and federal institutions. Target markets include schools and universities, healthcare, banking, retail, manufacturing, distribution centers, transportation, airport,

shipping, construction homeland security and home monitoring.

Further Information

- Information on our **exacqVision VMS** product line is [here](#).
- Information on Exacq's management team is [here](#).
- Our blog is [here](#).

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Exhibit 1 p 31 of 82

D
PAGE 5 of 23

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Indianapolis'
fastest-growing companies 2011

Exacq Technologies, Inc. was ranked #7 on the Indianapolis Business Journal list of Fastest-Growing Indianapolis-area Private Companies for 2011.

[More Info](#)

2010 **Inc.500**

Exacq Technologies, Inc. is ranked #173 on the 2010 Inc. 500 list of the fastest growing private companies in the United States, and is the highest-ranked physical security manufacturer on the list.

[More Info](#)



Exhibit 1 p 32 of 82

D
6 of 23

Exacq Technologies Inc.

Dave Underwood, President

Location: Indianapolis

A developer of video management system (VMS) solutions for security and surveillance applications, Exacq's open-architecture software enables customers to use components from various manufacturers.

More Info

About

Management

David Underwood, President

Dave co-founded Integral Technologies in 1994 and served as President through 2002. By this time, Dave and the management team turned Integral into a \$43 million company, achieving various recognitions for success including the Center for Entrepreneurship and Innovation, IU School of Business, Growth 100 Award in 1999 (ranked #3) and 2000 (ranked #13); Fastest-Growing Indianapolis Private Companies recognition; and INC. 500's 1999 list of America's fastest-growing privately held companies (# 237 at 1,061% growth). Prior to Integral, Dave was the Director of OEM Business for Truevision and held positions with AT&T Data Systems Group and Hewlett-Packard in sales, marketing and management.

Daniel Rittman, Director of Engineering

Dan served as Principal Design Engineer for Integral Technologies and was the primary hardware architect for their XPress™ and Frameserver™ products---the underlying technologies for the company's highly successful digital video recorder product lines. Prior to Integral, Dan spent three years with Trilithic, Inc. as a Senior Engineer, and was the primary designer of the successful 9580 Return Maintenance System used by cable television systems deploying two-way cable. Additionally Dan was a technical staff member at Orbital Sciences Corp, developing radio hardware and DSP software for the ORBCOMM communications satellite.

Harry T. Johnson, Manager of Software Engineering

“TJ” joined Exacq Technologies in 2004 where he initially assisted in the design of the eDVR board SDK to be used in Exacq's NVR solutions. A graduate of Rose-Hulman Institute of Technology with a BS in Computer Engineering, TJ currently manages the software engineering group at Exacq. TJ was the Software Engineer for Integral Technologies where he was primarily responsible for the development of the DigitalSENTRY digital video management system. His contributions included transforming the software into a complete enterprise solution with the addition of features like distributed storage, system-wide alarming and integration with a popular multiple system remote user/administrator interface.

D
7 of 23

Jim McMillion, Director of Finance and Human Resources

Formerly Principal of Jim McMillion CPA, Jim provided tax and accounting services for small and medium-sized businesses, and has extensive experience in industry and public accounting. Prior to that, Jim served as Controller for Truevision and held positions as VP of Finance for GrimmerSchmidt Corp., and as Director of Development for CertiFlex Systems, an accounting software developer.

Jeffrey Walters, Director of Operations

Jeff served as Director of Operations for Integral Technologies through 2002. He was responsible for all aspects of manufacturing and facility operations for the entire company and its product lines. Prior to Integral Jeff was Director of Operations for Truevision and one of the original creators of the Truevision TARGA® product line. Additionally, Jeff was an engineer for AT&T Bell Laboratories.

Thomas Buckley, Director of Sales & Marketing

Tom served as Director of Sales and Marketing for Integral Technologies through 2002 where he was responsible for creating and managing the worldwide sales and marketing efforts for the security products and imaging products divisions. Before joining Integral, Tom served as European Sales Manager for Truevision and held a seat on the company's Board of Directors. He also held positions as Director of Sales for Computer Interface Corp, and as an engineer for AT&T Bell Laboratories.

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Exhibit 1 p 34 of 82
D
8 of 23

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e-mail: orders@exacq.com[Online Order Status Lookup page](#)**Inside Sales Support**

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e-mail: info@exacq.com**United States**(See complete list of [Manufacturers Reps](#))**Sales Manager, Americas - Jack Wade**

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PAGE 11 of 23

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Exacq
12 of 23

D
12 of 23

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PAGE 13 of 23 D

Exhibit 1 p 39 of 82



Technology Partners



3xLOGIC

3xLOGIC is a leading provider of intelligent video surveillance software and hardware that seamlessly integrates audio data, video data and transactional data. This logical union is known as the VIGIL™ platform of video surveillance solutions. VIGIL employs the latest advances in video surveillance hardware powered by 3xLOGIC's full-featured suite of VIGIL video management application modules. www.3xlogic.com



Bioscrypt

Bioscrypt Inc. is a leading provider of advanced fingerprint technology. Open Options partners with Bioscrypt to offer the high security of fingerprint-based biometrics for simple and secure access to facilities, equipment and information. www.bioscrypt.com



Exacq Technologies

Exacq designs and manufactures the true cross-platform (Windows/Linux) exacqVision Video Management System software used in exacqVision hybrid & IP camera servers and on commercial off-the-shelf servers. The free client software (Windows, Linux and Mac) connects to a virtually unlimited number of servers to create a complete, scalable enterprise class solution.. www.exacq.com



Fargo Electronics, Inc.

Fargo Electronics, Inc. is the world leader in plastic card personalization systems, employing innovative technologies to develop customized solutions. Fargo manufactures and distributes ID card printers, encoders, secure photo cards, and smart cards. www.fargo.com



HID Corporation

HID Corporation is the largest manufacturer of contactless access control readers and cards for the security industry. Open Options partners with HID to bring smartcard, proximity and Wiegand technology solutions to our customers. www.hidcorp.com



Instek Digital

Instek Digital proudly designs, manufacturers and markets a truly Enterprise Class Digital Video Surveillance system. Their strong Research & Design team uses cutting edge technology to implement solutions for Mega Pixel Cameras, Virtual Matrix Switch, Hybrid Analog and IP Video Recorders with innovative design of video streaming management to reduce network bandwidth and storage size. www.instekdigital.com



Intervid

Intervid is a manufacturer and distributor of a diverse range of digital video management products. Their flagship offering is the DSS series of digital video management systems. The DSS is a hybrid solutions platform incorporating a NetBSD UNIX operating system that utilizes a modular and field swappable configuration of compression formats including Wavelet, H.264, MPEG and JPEG. Proven reliable, this build to suit approach provides for an extremely flexible and scalable solution for many applications. www.intervid.com



Legic

LEGIC Identsystems is the world leader in the design and manufacture of 13.56 MHz contactless smart card technology. Open Options partners with LEGIC to bring multi-functionality 13.56 MHz contactless smart card technology access control solutions to our customers. www.legic.com



LenSec

LenSec is the leading manufacturer and supplier of digital desktop district-wide video surveillance solutions with a strategic focus on schools and the educational environment. Open Options partners with LenSec to bring quality video integration into the DNA security management system. www.lensec.com



Mercury Security

Mercury Security is the industry leader in the delivery of today's most reliable, innovative and proven access control hardware that flexibly meets the demands of facility security applications around the world. With more than 1 million control panels in operation, Mercury is the supplier of choice, providing security system manufacturers, distributors and suppliers with access control hardware and components that interface with the most demanding installations. www.mercury-security.com



Microsoft Corporation

As a Microsoft Certified Partner, Open Options is able to bring the latest technology available in software development. Most of the technical team is certified as Microsoft professionals to assist in development and support of all our products. www.microsoft.com



Milestone Systems

Milestone Systems develops advanced open platform software for controlling true IP network-based video surveillance. The Milestone XProtect® product line enables automated management of video surveillance cameras and digital image archiving for greatly improved security, quality assurance, and cost effectiveness. Open Options has teamed up with Milestone Systems to offer a complete access solution and is an authorized distributor and trainer of Milestone System Products. www.milestonesys.com



Salient Systems

Salient Systems CompleteView™ is the premiere application software for IP and analog video management. As an industry leader in open standards for digital video surveillance, Salient's advanced software suite provides enterprise-level video management which is scalable and easily adapts to evolving business needs. With CompleteView™ enabling your enterprise you can monitor, maintain and manage cameras, servers and users from anywhere, at any point, at any time. www.salentsys.com



Schlage

Schlage is at the forefront of cutting-edge technology such as wireless security products, biometrics and video solutions. The AD-Series electronic locks from Schlage are built from the ground up to provide more options, more functionality and more culpability than any other solution on the market today. Open Options partners with Schlage to deliver a complete door solution with AD-Series wired and wireless locks.. www.securitytechnologies.com



Ingersoll

Stentofon, by Zenitel Group

STENTOFON is widely recognised as the leading brand for integrated security intercom communication systems. STENTOFON has earned a reputation for having the most flexible, reliable and superior quality hands-free communication system today. Open Options integrates with the Stentofon AlphaCom and IP Critical Communications Products. <http://www.zenitel.biz>



XceedID

XceedID is committed to developing innovative ideas in the area of RFID and contactless smart cards into leading edge products that reduce undue risks of development and assure lower cost and quicker time to market. XceedID builds strategic partnerships with manufacturers to serve customers spanning the Fortune 100™ to emerging growth companies. www.xceedid.com



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16 of 23
PAGE

D
16 of 23

Exhibit 1 p 42 of 82

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- [Home](#)
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- [Articles](#)[Reports & Updates](#)
 - [Case Studies](#)
 - [Convergence](#)
 - [Financials](#)
 - [Hosted/Managed Video](#)
 - [IP Cameras](#)
 - [Megapixel Cameras](#)
 - [Retail](#)
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 - [Storage](#)
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 - [Wireless](#)
- [Camera Finder](#)[Find the Right Camera](#)
- [Members](#)[Members Only](#)
- [Testson](#)[Products & Tech](#)
 - [VMS](#)
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The Source for Video Surveillance [Download the FREE Surveillance Book](#)

Testing Exacq's VMS Software (exacqVision 3.7)

by John Honovich, [IP Video Market Info](#) posted on Jan 11, 2010 [About John](#) [Contact John](#)

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Exacq provides VMS software and multiple lines of DVR/NVR appliances. While not as well known as some VMS providers, we regularly hear positive comments from integrators and competitors (in the North American market).

In this test, we examine the performance of Exacq's exacqVision VMS software, version 3.7. The test was performed running on Windows and Ubuntu (Linux distribution). The VMS was tested with Axis's Q1755, Canon's VB-C60, Basler's BIP-1600 and StarDot's SD500BN.

Key Findings from the Test

Key findings include:

- Fundamental tasks -- administration and live video monitoring -- are simple to perform
- Investigations can be confusing to use at first but is simple to scan recorded video and export
- Limited advanced functionalities (both in availability and usability)

From an integrator's perspective, we find exacqVision to be particularly reliable and easy to use. The main question/concern we find is using the software in very large-scale or complex deployments where it lacks a number of key features offered by competitors.

VMS System Preview

The screencast below provides an overview of Exacq's VMS software and a preview of the premium report's analysis.

Compare Exacq's test results to our test of NUUO and Milestone Enterprise.

Inside the Pro Section

Premium members may access the entire report including:

- 5 screencasts (33 minutes of video total) providing (1) introduction, (2) usability, (3) administration, (4) investigations and (5) live monitoring
- Extensive analysis and commentary on the functionality and implementation of the VMS (answering 30 VMS evaluation questions on Exacq's exacqVision performance)
- Product features and pricing review
- Recommendations on use and application

Options

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[Pentax Plus Megapixel Lens Test](#) on Nov 03, 2011

Last month, we released the first ever Megapixel lens test where we did a shootout between 5 leading surveillance lens manufacturers - Computar, Evetar, Fujinon, Tamron and Tuss. Member feedback wa...

[Box vs Dome Cameras](#) on Oct 27, 2011

Perhaps the most fundamental decision in selecting a camera is its form factor. For fixed cameras, the two most common choices, by far, are box and dome cameras. In this post, we share some key con...

[720p vs 1080p Camera Shootout](#) on Oct 26, 2011

When choosing High Definition cameras, one of the most fundamental questions is what of the two common resolution levels one should choose: Do you use 720p or 1080p cameras? The fundamental alterna...

[Low Cost Professional IP Cameras Comparison](#) on Oct 24, 2011

"Too expensive" is probably the most frequent complaint about IP cameras. While IP cameras have clearly come down in price in the last few years, they are still, on average, notably more expensive ...

D
19 of 23

Integrator Insights Program Launched on Oct 21, 2011

We are excited to announce a new program, Integrator Insights, that will gather and share integrator beliefs and concerns on video surveillance. Every quarter, we will conduct a survey of integrato...

IP Camera Bootup Shootout on Oct 20, 2011

IP cameras, like PCs, take some time to boot up. And just like PCs, the amount of time can vary greatly. Many people do not care but some people find it annoying. Perhaps more importantly, in surve...

Megapixel vs VSaaS on Oct 16, 2011

The surveillance industry's most powerful driving force, megapixel cameras, is virtually incompatible with the industry's biggest buzzword - VSaaS. Indeed, looking through the industry's most well ...

Motion Boost Recording Test on Oct 12, 2011

Both motion and continuous based recording have downsides. In this test, we look at a feature that aims to rectify both of them simultaneously. With motion based recording, you can miss relevant eve...

Top 4 Manufacturer Risks on Oct 09, 2011

When picking products, the obvious starting point is what is needed for the application. That will narrow down your options but many manufacturer's products will meet basic functional specification...

First Ever Video Surveillance Buyer's Guide on Oct 05, 2011

We are proud to announce the industry's first Video Surveillance Buyer's Guide, a 30 page report that provides clear recommendations on what to buy amongst 40 of the market's best known surveillanc...

Become a PRO MemberExacq Overview

Type	Total
Articles	24
Pages	783
Videos	2
PDFs	295
Software	38
Documents	12
Drawings	0
Images	93
Compressed	34
Other	11
Cameras	0
Reviews	1

Manufacturers

Select ...

D
20 of 23

Products

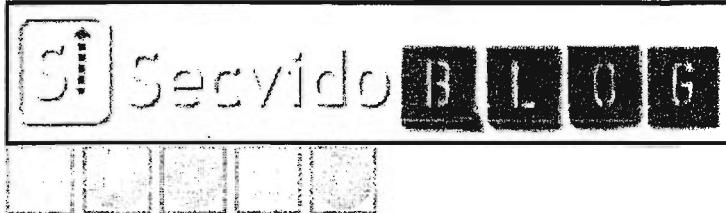
- Cameras
- Lenses
- PSIM
- Storage
- Video Analytics
- VMS / NVRs
- Wireless

Pages

- About
- Contact
- IP Security Market

D
21 of 23

Exhibit 1 p 47 of 82



- [Home](#)
- [Company](#)
- [Our Product](#)
- [Support](#)
- [Partners](#)
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Secvido adds support for ONNSI and Exacq onto the vSAM Platform

→ May 8, 2011 [Secvido Product News](#)

The vSAM NVR Extension is a powerful tool to expand VMS Systems (NVR/DVR) ability to archive, manage the long-term retention capabilities, and deliver overall surveillance video management. The vSAM NVR Extension provides real-time storage policy management along with multi-tier storage resource management to mine captured video from VMS systems like NVR's and DVR. *Today we have added support for ONNSI and Exacq.*

The vSAM video lifecycle management capabilities enable organizations to significantly increase the video recording capacity —while managing the overall archive schedules— and store vast amounts of video surveillance footage for quick and easy search and playback at later times. By communicating directly with the NVR server (Milestone, Exacq and ONSSI), The vSAM NVR Extension extracts video in its original quality and resolution at high speed.

The vSAM Milestone Extension allows you to either save the extracted video in the same format as the NVR or DVR solution or save video in **H.264 loss-less format** that reduces storage requirements by 30% to 70% without losing any video quality. Not only can you extend the archive and retention periods of a Milestone solution, you can also get significantly more recorded video into a similar size storage unit for additional savings.

The vSAM VMS Extention is now supporting NVR's from Milestone Systems, ONSSI and Exacq.

Secvido, May 2011

Exhibit 1 p 48 of 82

EXHIBIT D
PAGE 22 of 23

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0

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[dvr](#), [exacq](#), [milestone](#), [nvr](#),

[onssi](#), [vms](#), [vsam](#)

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What's New?

- [True Video Lifecycle Management for Video Security and Surveillance](#)
September 8, 2011 in [Product News](#)
- [The Business Case for Video Security Asset Management Solutions](#)
July 27, 2011 in [Featured](#), [Secvido News](#), [Whitepaper](#)
- [The vSAM Platform supports more than 1250 IP Camera Models](#)
July 15, 2011 in [Blog](#), [Featured](#), [Secvido News & Updates](#)

Test Drive vSAM

When you want to experience the next generation in Video Security and Surveillance Management Solutions, Test Drive the vSAM Platform for 7 Days.

[Drive Now](#)



Copyright Secvido 2011 [Secvido](#)

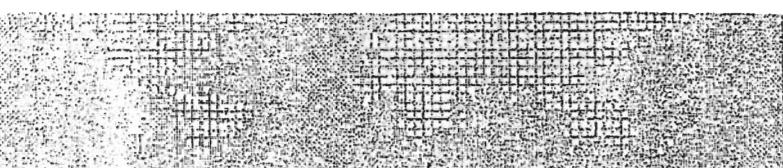
EXHIBIT D
PAGE 23 of 23

Exhibit 1 p 49 of 82



The Open Platform Company

Language Where to buy Downloads Login Software Registration



Home Solutions Products Support Partners Company News

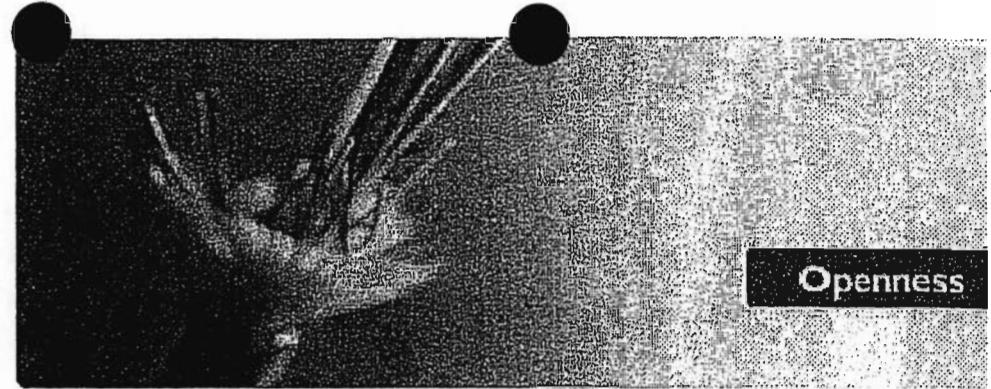
Exhibit 1 p 50 of 82

SEARCHED
PAGE

E
1 of 10

Partners

- Training and Certification
- How to become a Milestone
- Partner
- Distributors
- Resellers
- Solution Partners
- Manufacturer Partners
 - MAP Overview
 - MAP Application
 - Current Manufacturer Alliance
 - Partners

**Current Manufacturer Alliance Partners (MAPs)**

"It is a profitable investment for us to use this integrated solution. We can check all cash register transactions where there've been problems or errors, and together with the images of the incidents, analyze what happened, and by whom. Cases are resolved very fast."

Birk Hansen, Station Manager Statoil gas station

Official Milestone Manufacturer Alliance Partners (MAPs)

- 360 Vision
- ACTi
- Advantech
- AgileMesh
- American Dynamics
- APPRO
- Apro Technology
- Arecont
- AVS Uriel
- Axis
- Barix
- Basler
- Baxall
- Bosch
- Brickcom
- Canon
- CBC
- Checkpoint Systems
- Convision
- CNB
- Dahua
- Darim
- Dedicated Micros

Ensuring the highest quality solution

Milestone Manufacturer Alliance Partners are part of a formalized program which escalates the tech partners and Milestone. The priority program further builds on the rigorous testing and implementation securing the utmost quality in the integrated solution. This provides the optimal functionality between Platform IP Video Management Software.

Look for the official "Supported by Milestone" logo in our MAP Partner product offerings, and navigate the IP Video surveillance world.

EXHIBIT E
2 of 10

Exhibit 1 p 51 of 82

360 Vision



360 Vision Technology Ltd are the leading UK Designers and Manufacturers of Matrix Systems. Our extensive range of fully functional Internal and External Predator, Black Hawk Dome and VisionDome Range.

ACTi



ACTi Corporation is the technology leader in IP surveillance, focusing extensive technology innovations in the development of JPEG/MPEG-4 customers to enjoy best quality video performances from VGA up to M

AgileMesh



AgileMesh designs, manufactures, markets, and supports rapidly deployable and first responders. Using the latest in wireless mesh networking technology, HazMat teams, VIP protection details, and event operators to acquire areas of interest. This occurs with upmost security and, using our patent-pending networking concepts or terminology.

American Dynamics



American Dynamics, part of Tyco Security Products, manufactures and integrates them together. Continually advancing and transforming video technology, American Dynamics announced illustra brand IP cameras, American Dynamics supports integrated management systems, leaving no customer behind.

American Dynamics portfolio also includes the VideoEdge IP NVR, Switchers and the entry level TVR, along with keyboards, multiplexers, a complete, state of the art video surveillance system.

Appro



Over the years, APPRO has focus on training professional engineers in advancement, in the fields of hardware improvement, software integration and broadband telecommunication technology. APPRO also adopts flexible and competitive price to its distribution partners.

Arecont Vision



Arecont Vision manufactures HDTV surveillance IP cameras and software. The company offers the world's fastest multi-megapixel (10M, 8M, 5M, 3M) video frame rates. Arecont Vision's new line of H.264 high definition cameras offer various frame rates and resolutions for a variety of applications. Arecont Vision offers an unbeatable price providing vastly superior alternative to analog CCTV.

Axis



Axis is an IT company offering network video solutions for professionals. Network video, driving the ongoing shift from analog to digital video surveillance and remote monitoring, and are based on innovative, open standards.

Barix

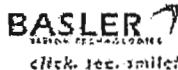


BARIX is a skills-based manufacturer offering expertise in leading-edge technology. The company is based in Zurich/Switzerland and has sub-components for IP applications in Pro Audio, Security and Automation.

Exhibit 1 p 52 of 82

3 of 10

11/11/2011 9:31 AM



Basler Vision Technologies is a leading German manufacturer of digit applications, as well as for the video surveillance market. Basler has n have designed and manufactured high quality digital cameras for over image quality, high reliability, ease of use, and ease of integration.

Bosch



The Bosch Group is a leading global supplier of technology and service consumer goods, and building technology. Within this organization, B solutions and services for security, safety and communications. The p of-the-art IP-solutions, Access Control Systems, Intrusion Detection & Management Systems, Public Address and Conference Systems, Pro

Brickcom Corporation



Headquartered in Taiwan, Brickcom Corporation is a leading manufacturer of surveillance solutions. The company's comprehensive product portfolio includes video management hardware and software, and a full range of network Solution® can provide a complete wired or wireless IP security system.

Canon



Technology is the source of growth and profit at Canon. While continuously cultivating the five "imaging engines" —image cap and displays—Canon has strengthened the research capabilities to develop the future of imaging. While pursuing the development of the key devices and key components, Canon has also invested effort into the development of platform technologies that can be shared.

CBC Group



CBC is involved in the production of organic and synthetic chemicals, commercial floor coverings, plastics and resins. With sales and distribution offices in North America, CBC is well positioned to meet the needs of the North, South, and Central American markets.

CNB



CNB Technology Inc., is a total security solution company and one of the leading providers of security products in Korea. We have developed and manufactured a comprehensive range of products to meet the needs of the market. Our goal is to provide excellent goods and services to our customers.

Convision



Convision offers proven network video solutions from a single source. Our extensive experience in the field of network technology have made us security industry experts for industrial and commercial applications. Convision's network video solutions offer major advantages through their fast installation, simple commissioning and easy maintenance. Our servers set standards for performance and reliability. The cameras are designed to be easy to install and maintain. Convision Management Software delivers high performance and reliability. Software is designed to be easy to use and maintain. Convision's user interfaces are designed to be easy to use and maintain. Software is designed to be easy to use and maintain. Convision's user interfaces are designed to be easy to use and maintain.

Darim Vision



An international developer of video compression and transmission technology, Darim Vision is committed to making video communication more accessible. Founded in 1991 and headquartered in Seoul, South Korea, Darim Vision is continuously launching technologically advanced products in its principal markets, including the United States, Europe, and Asia. Our surveillance solutions provide reliable and efficient video monitoring for a wide range of applications, from small businesses to large enterprises.

and the PC with its associated web-based applications and solutions. size commercial and industrial applications, the products are designed

Discrete Electronics



Discrete Electronics, Inc is a full service provider for electronic survei upgrades and repair of all equipment. Every product we produce can

To readily provide equipment and customization all Discrete products boards, control programs, metal work, laser engraving/cutting and pa customer without changing a complete production process. We speci: Sony, Axis, Samsung etc...

DVTEL



DVTEL's series of ioinage intelligent analytic products include a range video analytics for powerful automated detection and autonomous tra removed items and more. Available solutions include the ioicam series which are combined with ioinage intelligent video analytics and adva deployment time and increase surveillance capabilities.

D-Link



D-Link is the global leader in connectivity for small, medium and large winning designer, developer and manufacturer of networking, broadba communications solutions for the digital home, Small Office/Home Offi Workgroup to Enterprise environments. With millions of networking a is a dominant market participant and price/performance leader in the

Etvision



Etvision Technology is the industry leader in designing and manufac applications. Based on solid strength and experiences in IP-based tec user scenario make our products outstanding and cost-effective.

Everfocus



EverFocus Electronics Corp. is a leading manufacturer of IP & CCD access control panels and readers, video processors, and other CCT Taiwan, EverFocus has subsidiaries located around the world includir fulfill the different demands from worldwide customers, EverFocus pr information. EverFocus products meet the international requirements

Eyview



We have in-house R&D team with Mechanical Engineer, Electrical En the in-time technical support to customer. Our main products include+ dome camera, IR camera, Video Server, control keyboard etc.

FLIR



FLIR thermal security cameras give security professionals the power t and light fog. Featuring standard 640x480 resolution, and available wit security cameras come in fixed, pan/tilt, and dome configurations. FLI broadest selection of resolutions and lens options, making them the pe

technologies. Grandeye also has certain exclusive rights to IPX techn

Hikvision

HIKVISION

Hikvision Digital Technology Co., Ltd., the leading supplier of digital video in research and development of video technology. From A/V compression to purpose digital video servers, to networked front-end products such as the most advanced H.264 solution for digital surveillance industry based on

Hitron

HI TRON
SYSTEMS INC.

Hitron, as a leading manufacturer in the field of security and surveillance equipment, offers a wide range of security, video surveillance products and security components for the home and business. These products include analog, digital and IP cameras; digital video recorders; network switches; video encoders; video decoders; video switcher and multiplexer; accessories of housing and cables, and other components. Hitron is headquartered in South Korea.

Hunt Electronics

HUNT

With the reputation of offering high-quality products and excellent customer service, Hunt Electronics has implemented ISO 9001 National Quality Management Standard to ensure the satisfaction of customers.

Being a top CCTV solution provider in Taiwan with a global focus, Hunt Electronics' marketing strategy, world-class operating efficiencies and employee commitment to quality and customer satisfaction have contributed to its success.

iCanTek

iCANTEK

iCanTek, a Korean company, pioneered the world's first IP camera featuring synchronized bidirectional audio. The name iCanTek stands for "Internet Camera". As a company, we are devoted to delivering products and solutions using the latest technologies over the internet will become mainstream communication technology in the future. Our mission is to develop affordable and enabling technologies that will make our products easy to use and accessible to everyone. Client applications are just the beginning of what we do. We also engage in research and development of new technologies to ensure that our products are engineered for today and built to last for tomorrow, our products afford

Ikegami

Ikegami

Ikegami is a leading manufacturer of specialized cameras, image processing and video equipment. The company was founded in 1946 in Tokyo, Japan. Today around 1000 employees are working in various parts of the world. Ikegami has consistently created the most advanced products in the field of video transmission, processing, recording and display.

Infinova

Infinova
The Intelligent Surveillance

Infinova is a high-end security manufacturer of complete solutions with a wide range of products at Infinova facilities under strict production and quality control. By complete solution we do not mean proprietary. From the control room to the field, we offer a wide range of security products that are compatible with the leading brands in the industry. Our Channel Partners are responsible for the distribution and delivery of our products. Our Channel Partners have one vendor to work with, Infinova. Infinova is an industry leader in customer service offering our Channel Partners a fast turnaround. As a manufacturer we have the flexibility to customize a solution to meet the needs of our customers.

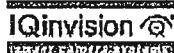
IPX

E
6 of 10

ioimage



IQinVision

i³ International

JVC Professional



LG Electronics



Messoa



Mobotix



The ioimage series of intelligent analytic products include a range of intelligent video analytics for powerful automated detection and autonomous tracking of removed items and more. Available solutions include the ioicam series which are combined with ioimage intelligent video analytics and advanced deployment time and increase surveillance capabilities.

IQinVision designs, manufactures and markets the IQeye family of high performance processors, and network video recording (NVR) systems. Established headquarters in California and regional offices in Lancaster, Pennsylvania, IQinVision has redefined the surveillance and industrial video markets with its network cameras.

Celebrating 25 years, i³ International is a manufacturer of IP video technology integration. i³'s in house Video Analytic such as human tracking, visibility, predict future consumer behavior. The product will accurately predict what in hand will lead to an increase in sales, and extend the relationship to the customer.

JVC is one of the world's leading developers and manufacturers of sophisticated video products. Building upon a wealth of technologies, exemplified by the JVC-developed video compression standard, JVC has decisively to offer appropriate solutions for the multimedia age. To enter the new century, JVC is marshalling its resources to create the ultimate in applications. Read more about JVC Network Video Recorder

LG's Solution Intelligence comprises advanced IP surveillance cameras, features and a surveillance monitor to enable reliable, effective and efficient monitoring. LG's Solution Intelligence successfully demonstrates our technology leadership. The security industry is moving away from passive monitoring towards predictive monitoring. We are confident this Solution Intelligence will help our customers achieve reliable and convenient remote management.

MESSOA is a professional manufacturer of superior surveillance products. Widely known for their design, materials technologies, and intended applications, the process, as well as commitment for R&D expertise led to impressive benefits. We offer reliable and easy-to-use, from our top-of-the-line to our professional cameras.

MOBOTIX AG sees itself as a software company with in-house hardware and network-based video security solutions. The company focuses on the development of video surveillance systems from a single source. The publicly traded company with headquarters in Germany has been developing network camera technology since its founding in 1999 and its decentralized systems are cost-efficient.

Exhibit 1 p 56 of 82

E
7 of 10

11/11/2011 9:31 AM

Optelecom

 Optelecom-NKF

Optelecom-NKF is the manufacturer of Siqura® the total video surveillance system. Siqura is a family of video servers/codecs, network video recorders, fiber transmission equipment and management software based on an open technology platform. Siqura simplifies integration and installation, enabling end-users to operate reducing the total cost of ownership. Siqura solutions are found in the Commercial Security, and Government markets.

Panasonic

Panasonic

Panasonic's vision of the digital future is driven by the needs and aspirations of consumers around the world who use the products every day. Panasonic is committed to working smarter and enjoying the rewards of technological advancement.

Pelco

PELCO

Operating from the largest manufacturing complex of these products in the world, Pelco offers enclosures, positioning systems, network video products, matrix systems and other electronic products in the never-ending pursuit of achieving 100-percent reliability.

Pixord

PIXORD

PiXORD, founded in the year 2000, is a global manufacturer specializing in cameras, video servers, and storage solutions. PiXORD delivers a wide range of products for industrial, professional and small office/home office environments. Unlike our competitors', our mission is to provide our products with innovative technology, making communication simpler, faster and better.

Provideo



We have dedicated to field of Video Capture for more than 20 years a strong commitment and investment to develop industry expertise for our clients. We offer a wide range of products and services, including software (S/W), hybrid A/P, CMS, H/W, Firmware and SDK. We are committed to customer benefits and to avoid interest conflict. Our mission is to be the best in the field.



Samsung is a full professional security solutions provider with a product range from cameras to video servers. All products are backed by a full three-year warranty and Samsung Tech Support. Samsung offers a free system design, free-phone technical support and local service centers.

Sanyo

SANYO

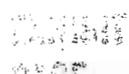
Sanyo Electric Group, by developing unique technologies and offering a wide range of products, has become a corporation that is loved and trusted by people around the world. The company's products are used in various industries and serve the people of the world.

Siemens

SIEMENS

The Siemens brand is recognized worldwide for quality, leading edge technology and innovation. Siemens offers a wide range of products and services for the security industry, from entry level, fully networked, to enterprise.

Sony

Exhibit 1 p 57 of 82

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Speco Technologies

speco technologies

For over 49 years Speco Technologies has been a leader in pioneering quality products for security, CCTV, and audio industries. Speco continues to coordinate the converging of IP networking, video surveillance and two

Stardot

STARDOT Technologies

StarDot Technologies is a designer and manufacturer of IP video solutions, using and reliability.

The NetCam SC Megapixel security line is sold through US and international markets. StarDot provides solutions to a wide variety of organizations, including business sectors include security, tourism, construction, education and

Surveon

Surveon

Surveon Technology offers end-to-end network video surveillance solutions, design, high-availability video storage, embedded firmware and video in-house and manufactured at our ISO 9001 and ISO 14001 certified facilities. Our product lineup helps reduce integration effort and compatibility risks, making it easy to

Toshiba

TOSHIBA

Toshiba, a world leader in high technology, is a diversified manufacturer of products, spanning information & communications equipment and systems, components and materials, power systems, industrial and social infrastruc

UDP

UDP
Technology

UDP is a leading provider of digital video solutions marketed exclusively with our own sales channels.

Our product range covers:

All types of H.264 & MPEG-4 IP camera, Megapixel and real time Stand alone and blades H.264 IP Encoders and decoders
External H.264 video compression rack enclosure

The entire UDP products are equipped with our unique Primary Video and Video Analytics surveillance package.

VideoIQ

VIDEOIQ

VideoIQ's all-in-one iCVR video surveillance solutions deliver up to full and zero calibration adaptive analytics. Unlike conventional IP video storage challenges, VideoIQ's iCVR dome cameras store video in up to 1080p while reducing network traffic and bandwidth consumption by over 90% without need for calibration, eliminating the need to manually tune or adjust the camera. Reducing installation and maintenance costs.

Videology

VIDEODELOGY

Videology's mission, as a leading video camera developer and manufacturer, is to provide high quality, most cost effective products and solutions available. Videology offers video, image acquisition, display technologies and products to OEMs and

Videotec

Videotec, since 1986 designs and produces custom professional systems for

ANNE
L. A. ST.

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF WASHINGTON

5 MILESTONE SYSTEMS, INC.,
6 an Oregon Corporation)
7 Plaintiff,
8 vs.
9 RIAN SCHERMERHORN,
10 Defendant.)
Case No. C12-0177CV
DEclaration of manuel nylen
in support of plaintiff's motion
for preliminary injunction

12 I, Manuel Nylen, do hereby declare under penalty of perjury:

13 1. I am Vice President of Field Sales, Americas for Milestone Systems, Inc.
14 ("Plaintiff"). I am over 18 years of age. I submit this declaration in support of Plaintiff's Motion
15 for Preliminary Injunction, and I have personal knowledge of the matters set forth in this
16 declaration.

17 2. Plaintiff is a subsidiary of a global company headquartered in Copenhagen,
18 Denmark. Plaintiff's United States headquarters are located in Beaverton, Oregon.

19 3. Plaintiff is a software company. Plaintiff's business is developing and making
20 security software that records and manages images captured by analog and digital security
21 cameras.

22 4. On September 30, 2009, Plaintiff sent to Defendant a written offer of employment
23 informing Defendant that as a condition of his employment he would be required to sign an
24 Employee Confidentiality, Intellectual Property and Noncompete Agreement ("Agreement").
25 Attached as Exhibit A is a true and accurate copy of the offer letter.

26 5. Exhibit A was sent to Defendant via email. Plaintiff has no reason to believe that

PAGE 1 - DECLARATION OF MANUEL NYLEN IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY INJUNCTION

WYSE KADISH LLP
Suite 1300
621 SW Morrison Street
Portland, Oregon 97205
(503) 228-8448
Facsimile: (503) 272-9135

1 Plaintiff did not receive the offer letter on September 30, 2009. Defendant's start date was to be
 2 October 19, 2009, as clearly stated in Exhibit A.

3 6. On October 5, 2009, Defendant consented to a background check. Attached as
 4 Exhibit B is a true and accurate copy of the Background Check Consent Form.

5 7. On October 6, 2009, Defendant signed the Agreement. Attached as Exhibit C is a
 6 true and accurate copy of the Agreement.

7 8. On October 19, 2009, Defendant began working for Plaintiff as an outside sales
 8 manager in the position of Northwest Territory Manager. He was responsible for developing
 9 business and revenue growth in the northwestern United States by working with customers and
 10 distributors. On a daily basis, he exercised discretion and independent judgment to increase
 11 sales, develop business, and grow revenue in his territory. He was paid an annual base salary of
 12 \$75,000.00.

13 9. When Defendant was hired, he was given complete access to sensitive
 14 confidential, proprietary and trade secret information for Plaintiff's business across the United
 15 States. In the performance of his job duties, Defendant utilized this information on a regular
 16 basis.

17 10. The confidential, proprietary and trade secret information included specific
 18 customer information, dates of customer purchases, and products purchased for customers
 19 throughout the entire United States; detailed financial information, detailed competitive pricing
 20 and discount structure; detailed knowledge of Plaintiff's strategy into developing markets and
 21 industries and product placement strategy; and Plaintiff's plans for innovative and new product
 22 design and enhancement.

23 11. This confidential, proprietary and trade secret information forms the basis of
 24 Plaintiff's ability to compete in the marketplace. Plaintiff takes reasonable steps to protect its
 25 interest in this information, such as having employees sign confidentiality agreements, and this
 26 information is not available to the public.

PAGE 2 - DECLARATION OF MANUEL NYLEN IN SUPPORT OF PLAINTIFF'S
 MOTION FOR PRELIMINARY INJUNCTION

F:\m\ILSY\SCR\pleadings\declaration in support of preliminary injunction.Nylen.wpd

WYSE KADISH LLP
 Suite 1300
 621 SW Morrison Street
 Portland, Oregon 97205
 (503) 228-8448
 Facsimile: (503) 273-9135

1 12. Defendant received specific training on how to sell Plaintiff's technology and
 2 products and how to compete in the United States marketplace, including how to best place
 3 Plaintiff's products at strategic price points and how to undervalue a competitor's products.

4 13. Exacq Technologies is one of Plaintiff's direct competitors. Exacq Technologies
 5 competes with Plaintiff for the customer and market share for its respective IP video surveillance
 6 software

7 14. Defendant received detailed and ongoing training on how to directly compete with
 8 Exacq Technologies. He received focused training specific to Exacq Technology products,
 9 systems, product placement, and product pricing.

10 15. On May 20, 2011, Plaintiff terminated Defendant's employment.

11 16. The term of the noncompetition provision in the Agreement is one year from the
 12 date of Defendant's termination.

13 17. In October 2011, Defendant began working for Exacq Technologies as its
 14 Western Sales Representative.

15 18. As a Western Sales Representative for Exacq Technologies, Defendant is in a
 16 position to cause irreparable harm to Plaintiff through the disclosure or use of Plaintiff's
 17 confidential, proprietary and trade secret information and thereby putting Plaintiff at a
 18 competitive disadvantage in the western United States which will likely lead to the loss of
 19 important customers and hinder Plaintiff's ability to acquire new customers.

20 19. Plaintiff sent Defendant a letter on October 18, 2011 reminding him of his
 21 continuing obligations to Plaintiff contained in the Agreement. To date, Defendant has replied to
 22 the letter.

23 20. Plaintiff may suffer immediate and irreparable injury, loss or damage before a
 24 hearing can be held.

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PAGE 3 - DECLARATION OF MANUEL NYLEN IN SUPPORT OF PLAINTIFF'S
 MOTION FOR PRELIMINARY INJUNCTION

F:\m\MILSY\SCR\Pleadings\declaration in support of preliminary injunction.Nylen.wpd

WYSE KADISH LLP
 Suite 1300
 621 SW Morrison Street
 Portland, Oregon 97205
 (503) 228-8448
 Facsimile: (503) 273-9135

1 I hereby declare that the above statements are true to the best of my knowledge and
2 belief, and that I understand they are made for use as evidence in court and is subject to
3 penalty for perjury.

4

5 DATED this 10th day of January, 2012.

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Manuel Nylen

PAGE 4 - DECLARATION OF MANUEL NYLEN IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY INJUNCTION

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WYSE KADISH LLP
Suite 1300
621 SW Morrison Street
Portland, Oregon 97205
(503) 228-8448
Facsimile: (503) 273-9135

September 30, 2009

Rian Schermerhorn
9401 NW 22nd Ct.
Vancouver, WA 98665

Dear Rian:

Welcome to Milestone Systems, Inc. (Milestone). We are pleased that you will be joining us on October 19, 2009. There will be a three month trial period as of this date. This letter will serve to provide written confirmation of the terms and conditions of your employment with Milestone.

You will be employed as Territory Manager initially responsible for the following states: OR, WA, WY, MT, ID, AK reporting to our Sales Manager Tim Palmquist, with those duties and responsibilities discussed with you during the course of the recruitment process. Territories may be changed from time to time and it is fully up to the company's management to allocate territories.

There are currently two components to our compensation plan: Base salary and commission. The sum of these components will be referred to as Target Compensation (T-Comp), and we believe the total salary level offered to be competitive in the local market.

Your initial base salary will be \$6,250.00 per monthly pay period (paid either on the last day of the month, or the last Friday of the month, whichever applies), which annualized is \$75,000.00. A salary adjustment, if appropriate, will be effective after our annual company-wide base salary review period in July 2011.

Your sales target for remaining Q4 2009 will be \$120,000 and your stretch target for remaining Q4 2009 will be \$156,000. Your Target Commission is \$30,000 per year and \$6,250 for remaining Q4 2009 (2.5 months x \$30,000). This means you will have a 5.2083% commission rate on sales in 2009 up to your sales target. Once the target has been achieved, your commission percentage will be multiplied by a factor two (2). When you reach your stretch target you will receive a stretch bonus of \$2,500.

No later than January 15, 2010 a percentage commission for revenue under the sales in your territory will be calculated for 2010. This calculated percentage will produce a target commission to you based on the 2010 budgeted revenue in your territory. The estimated budget for the NW territory in 2010 is between \$700,000 and \$800,000.

In addition to this a 3% Safe harbor non-elective contribution with a discretionary profit sharing of up to an additional 3% of your compensation will be made by Milestone to a Safe Harbor 401(k) Plan for the plan year 2009. An amendment to the plan will take place on January 1, 2010, and the employer contribution will then be changed to an Enhanced Safe Harbor Match dollar by dollar up to 6% of your compensation.

Milestone Systems Inc, 8905 SW Nimbus Avenue, Suite 400, Beaverton, OR 97008, USA
Tel: +1 503 350 1100 Fax: +1 503 350 1198

As an employee, you also have the opportunity to participate in Milestone's Safe Harbor 401(k) Plan. You are eligible to make salary deferrals of up to \$16,500 in 2009. You will be eligible to join the plan as of day one of your employment. Again, the eligibility requirements will be changed as of January 1, 2010, and the date of entry into the plan will then be the first day of the month succeeding the third month from date of employment. Please read more about this plan in the enclosed Milestone Systems, Inc. 401(K) Plan "Summary Plan Description".

Starting on the first day of the month following your 90-day employment with the Company, you will be enrolled in our Life/AD&D, STD and LTD Insurance. A separate package with complete information about the different policies will be sent to you upon signing this contract.

In accordance with existing Milestone policy, you will be eligible for 20 business days of vacation per year, to be taken at times mutually agreed to by your manager, accruing at a rate of 1.666 days or 13.33 hours of vacation for every month of service and based upon your employment anniversary date. Accrued vacation can be taken after 4 months of employment, not to exceed 1 week (5 business days) of vacation during the first six months of employment. All accrued, but unused vacation may be rolled over to the next year, subject to a cap of 30 days.

You and your dependents will be eligible for health insurance starting on the first day of the month following your 3 month trial period.

We will be signing up for a national company plan with Regence Blue Cross for medical insurance and United Healthcare for dental insurance no later than January 1, 2010, but it could be as early as November 1, 2009. All employees residing outside of Oregon, would be using the Blue Card.

If you choose to elect health insurance, a monthly deduction of 10% of your premium on both the medical and the dental insurance will be withdrawn from your payroll. You will receive detailed information concerning Milestone's policies and procedures regarding benefits during your orientation.

As a condition of employment, Milestone is required to certify the legal status of all employees (I-9 documentation.) Therefore, on your first day of employment, it is imperative that you provide documentation providing both authorization to work and identity.

In addition, your employment is conditional on your signing Milestone's standard Employee Confidentiality, Intellectual Property and Non-compete Agreement.

Another condition of employment with Milestone is that a favorable background screening, as well as a negative drug test has been achieved.

Company will make available necessary computer equipment to perform your job while employed.

Company will make available a Blackberry Curve to be used for business purposes. If, for some reason, you as an employee would want another Blackberry model, you would be able to purchase one at your own expense. Please note that any other model than BB Curve would not be supported by our IT Department. Private usage will be allowed within reasonable scope. A full time employee would be eligible for a national plan, which includes unlimited voice, data and text messaging.

Milestone Systems Inc, 8905 SW Nimbus Avenue, Suite 400, Beaverton, OR 97008, USA
Tel: +1 503 350 1100 Fax: +1 503 350 1198

Company will own your cell phone number, and you will be part of either the AT&T or Verizon company plan, whichever gives you the best coverage in your territories.

Company will also cover your private Internet connection with up to \$50/month to be claimed through out-of-pocket expenses.

You will receive a company Visa credit card in your name. Receipts need to be submitted through expensewire.com no less than once a month. All charges must be approved by your manager. Should you be more than 3 months late in reporting charges incurred on your company credit card, the card will be cancelled without prior notice, and you will have to carry your own credit going forward. In addition, during these circumstances, any company credit card charge that does not have a supporting and approved receipt will be booked as a private expense and withdrawn from your payroll until such documentation has been received by Milestone.

Mileage when using your private vehicle will be reimbursed based on current IRS stipulated mileage rates.

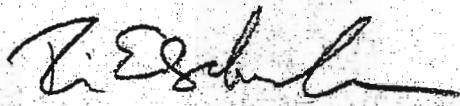
We are enthusiastic about your participation as an important member of the Milestone team and are confident that you will find at Milestone an environment fostering personal and professional growth. Please note that this letter does not constitute an employment contract, and once hired, you will be an at-will employee. As well, this offer is contingent on a favorable reference and background check. If you have any questions prior to your joining us, please feel free to call me at 503-350.1100.

Sincerely,



Eric Fullerton
President
Milestone Systems, Inc.

Acceptance:



Employee Signature

10/3/09

Date

Milestone Systems Inc, 8905 SW Nimbus Avenue, Suite 400, Beaverton, OR 97008, USA
Tel: +1 503 350 1100 Fax: +1 503 350 1198



Exhibit 1 p 66 of 82

EXHIBIT A 3 of 3

RDS

BACKGROUND CHECK CONSENT FORM

Applicant's Name:

RIAN E. SCHERMERTORN

First

M.I.

Last

I understand that HireRight, Inc. has been contracted by Milestone Systems, Inc. to perform a background investigation on me regarding my prospective employment. I hereby authorize HireRight, Inc. to research my driving record and/or criminal history, to be included in an Employee Profile Report. I release and hold HireRight, Inc. and Milestone Systems, Inc., and their respective officers, directors and employees harmless from any and all liability with respect to the investigation, verification and/or use of any information relevant to my application for employment.

I understand that a background check is a consumer report which is covered under the Fair Credit Reporting Act, and I have received a copy of my rights under the FCRA. If an employment decision which adversely affects me is made based upon information obtained through a consumer report, I understand that I have the right to request a free copy of the report. If I dispute the information, I will have three (3) business days to conclusively demonstrate the inaccuracy of the information.

Please use blue or black ink. Print neatly.

Last Name	SCHERMERTORN
First Name	RIAN
Middle Name	ELLIOTT
Current Address 1	9401 NW 22 nd CT.
Current Address 2	
Current City	VANCOUVER
Current State/Province	WA
Current Zip/Postal Code	98665
Current Country	USA

EXHIBIT B 1g5

Social Security Number	544.21.4396		
Date of Birth (mm/dd/yyyy)	06.11.1976		
Name on Driver's License RIAN E SCHERMERHORN	License Number SCHERRE247LJ	Issuing State	WA

CERTIFICATION AND AUTHORIZATION

I certify that the information contained on this form is true, correct and complete to the best of my knowledge. I understand that the positions require criminal history and/or driving record background checks for the purpose of evaluating me for employment, continuing employment, promotion or transfer. I also understand that any misrepresentation, falsification or omission of facts herein may be grounds for disqualification or separation.

Signature R. Edell Date 10/5/09

Para informacion en espanol, visite www.ftc.gov/credit o escriba al FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A Summary of Your Rights under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

! You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

! You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- ! a person has taken adverse action against you because of information in your credit report;
- ! you are the victim of identity theft and place a fraud alert in your file;
- ! your file contains inaccurate information as a result of fraud;
- ! you are on public assistance;
- ! you are unemployed but expect to apply for employment within 60 days.
- ! In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide

EXHIBIT B 215

specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

! **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

! **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.

! **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

! **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

! **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.

! **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5OPTOUT (1-888-567-8688).

! **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

! **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051

Milestone Systems Inc, 8905 SW Nimbus Avenue, Ste 400, Beaverton, OR 97008, USA
Tel: +1 503 350 1100 Fax: +1 503 350 1199



A TRUE COPY
L. A. A.

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
5
FOR THE COUNTY OF WASHINGTON6 MILESTONE SYSTEMS, INC., an)
Oregon corporation,) Case No. C12-0177CV
7 Plaintiff,)
8 v.) PLAINTIFF'S MOTION TO SHORTEN
9 RIAN SCHERMERHORN,) TIME FOR DISCOVERY
10 Defendant.) EX PARTE
11

12 MOTION

13 Pursuant to ORCP 43B and ORCP 45B, Plaintiff moves the court for an Order
14 authorizing Plaintiff to conduct limited expedited discovery with its Motion For Order to Show
15 Cause Why Preliminary Injunction Should Not Issue, which is being filed contemporaneously
16 with this motion. Plaintiff moves the court for an Order shortening the time in which Defendant
17 has to appear for a deposition, respond to a Request for Production of Documents (ORCP 43B),
18 and to respond to a Request for Admissions (ORCP 45B).19 In support of this motion, Plaintiff relies on the Complaint filed in Washington County
20 Circuit Court Case No: C12-0177CV, Motion For Order to Show Cause Why Preliminary
21 Injunction Should Not Issue ("Preliminary Injunction Motion"), and the Declaration of Lisa A.
22 Amato.

23 POINTS AND AUTHORITIES

24 Plaintiff develops security software that records and manages images captured by analog
25 and digital security cameras. Defendant was employed as Plaintiff's Northwest Territory
26 Manager, from October 19, 2009 until his employment was terminated on May 20, 2011. The

1 Preliminary Injunction Motion seeks to enjoin Defendant from breaching the noncompetition
 2 provision of the Employee Confidentiality, Intellectual Property and Noncompete Agreement that
 3 he signed at the beginning of his employment.

4 ORCP 43B and ORCP 45B authorize the court to shorten the time that defendant has to
 5 respond to a request for production of documents and a request for admissions. In this case, if
 6 discovery is not commenced immediately, Plaintiff will be left without any effective remedies.
 7 While Plaintiff is aware that Defendant is employed with one of Plaintiff's direct competitors,
 8 Plaintiff does not know the full extent of Defendant's job duties or the full extent to which
 9 Defendant has disclosed Plaintiff's confidential and proprietary information to his current
 10 employer or any other third party.

11 Expedited discovery is therefore needed to prepare for a hearing on Plaintiff's
 12 Preliminary Injunction Motion, as the full extent of irreparable harm cause by Defendant is not
 13 yet known.

14

15 DATED: January 11, 2012.

16 WYSE KADISH LLP

17

18

By: 
 Lisa A. Amato, OSB No. 920253
laa@wysekadish.com
 Attorneys for Plaintiff

20

21

Trial Attorney: Lisa A. Amato, OSB No. 920253

22

23

24

25

26

PAGE 2 - PLAINTIFF'S MOTION TO SHORTEN TIME FOR DISCOVERY

CERTIFICATE OF SERVICE

I hereby certify that I did/did not (circle one) serve a copy of give notice of PLAINTIFF'S

4 MOTION TO SHORTEN TIME FOR DISCOVERY to him/her (circle one) on [date]

5 _____ at [time] _____ AM/PM (circle one) by [method of
6 service/notice] _____.

7 No service was made because time is of the essence. I have no knowledge that

8 Defendant has legal representation at this time. I have tried to contact Defendant and Defendant
9 never responded.

10

DATED: January 12, 2012.

12

13

Lisa A. Amato, OSB #920253
Attorney for Plaintiff
laa@wysekadish.com

COPY
2012 JUN 12 AM 9:09

A TRUE COPY
by [Signature]

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF WASHINGTON

6 MILESTONE SYSTEMS, INC., an)
7 Oregon corporation,) Case No. C12-0177CV
8 Plaintiff,)
9 v.) ORDER TO SHOW CAUSE WHY
10 RIAN SCHERMERHORN,) PRELIMINARY INJUNCTION
11 Defendant.) SHOULD NOT ISSUE
12 _____ EX PARTE

12 TO: Rian Schermerhorn, Defendant:

13 Based on Plaintiff's Motion and supporting Declarations filed herein, and it appearing
14 that good cause exists,

15 YOU ARE HEREBY ORDERED to appear before the above entitled Court on
16 Feb. 27, 2012 at 1:30 ~~AM~~/p.m. at the Washington County Courthouse, 150 N 1st
17 Avenue MS37, Hillsboro, OR 97124, to show cause, if any exists, why the following
18 Preliminary Injunction Order should not be entered:

19 1. Defendant must cease his employment with Exacq Technologies through May 19,
20 2012.
21 2. Defendant is barred from working with any of Plaintiff's competitors through
22 May 19, 2012.

23 Dated this 12 day of January, 2012.

IS/ S. Charles Bailey
25 Circuit Court Judge

PAGE 1- ORDER TO SHOW CAUSE WHY PRELIMINARY
INJUNCTION SHOULD NOT ISSUE

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Exhibit 1 p 74 of 82

WYSE KADISH LLP
Suite 1300
621 SW Morrison Street
Portland, Oregon 97205-3816
(503) 228-8448
Facsimile: (503) 273-9135

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SUBMITTED BY:
Lisa A. Amato, OSB #92025
Attorney for Plaintiff
E-mail: laa@wysekadish.com

PAGE 2 ORDER TO SHOW CAUSE WHY PRELIMINARY
INJUNCTION SHOULD NOT ISSUE

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Exhibit 1 p 75 of 82

WYSE KADISH LLP
Suite 1300
621 SW Morrison Street
Portland, Oregon 97205-3816
(503) 228-8448
Facsimile: (503) 273-9135

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF WASHINGTON

MILESTONE SYSTEMS, INC.,
an Oregon Corporation)
Plaintiff,) Case No. C12-0177 CV
vs.)
RIAN SCHERMERHORN,) ORDER ON PLAINTIFF'S MOTION TO
Defendant.) SHORTEN TIME FOR DISCOVERY

This matter having come before the Court on Plaintiff's Motion to Shorten Time for

Discovery and the Court being fully advised, now, therefore, it is hereby

ORDERED that Plaintiff's motion is granted as follows:

1. The Court grants Plaintiff leave to take depositions of the Defendant and all other witnesses and to serve a Requests for Admissions prior to the time specified in ORCP 7 for Defendant to appear and answer Plaintiff's Complaint.

2. Plaintiff is allowed to shorten the time required for Defendant to respond to Plaintiff's Request for Admissions prior to the time provided in ORCP 45B. Defendant is required to respond to a Request for Admissions within 20 days from the date the Request of Admissions was served.

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF WASHINGTON

6 MILESTONE SYSTEMS, INC., an)
7 Oregon corporation,)
8 Plaintiff,)
9 v.)
10 RIAN SCHERMERHORN,)
11 Defendant.)
12 STATE OF OREGON)
13 County of Multnomah) ss.
Case No. C12-0177CV
AFFIDAVIT, MOTION AND ORDER
FOR COMMISSION TO TAKE OUT-
OF-STATE DEPOSITIONS
EX PARTE

14 I, Lisa Amato, attorney for plaintiff Milestone Systems, Inc., being first duly sworn
15 deposite and say that it is necessary in the above-entitled case to take the depositions of the
16 following people and entities in the state of Washington:

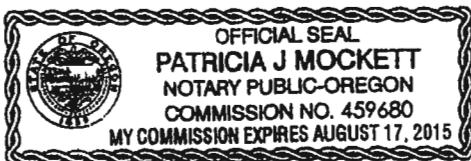
17 1. Rian Schermerhorn;
18 2. Rian Schermerhorn as the representative of Exacq Technologies; and
19 3. Exacq Technologies, who shall designate one or more officers, directors,
20 managing agents, or other persons who consent to testify on its behalf, and shall
21 set forth for each person designated, the matters on which such person will testify.

DATED: January 11, 2012.

Lisa Amato, USB No. 920253
laa@wysekadish.com

PAGE 1- AFFIDAVIT, MOTION AND ORDER FOR COMMISSION
TO TAKE OUT-OF-STATE-DEPOSITIONS

1 SUBSCRIBED AND SWORN to before me this 11th day of January, 2012.



6 Patricia J. Mockett
7 Notary Public for Oregon
8 My Commission Expires: 8/17/15

9 Pursuant to ORCP 38 and based on the above affidavit of Lisa Amato, Plaintiff Milestone
10 Systems, Inc. moves this court for an order issuing a commission for depositions to be taken in
11 the state of Washington, and that the commission be effective for 120 days from the date of
12 signing by the clerk.

13 WYSE KADISH LLP

14 By: Lisa Amato
15 Lisa Amato, OSB No. 920253
laa@wysekadish.com

16 Bruce H. Orr, OSB No. 81329
bho@wysekadish.com

17 Attorneys for Plaintiff Milestone Systems, Inc.

18 **ORDER**

19
20
21 IT IS ORDERED that the requested commission be issued, and that the commission shall
22 be effective for 120 days from the date of signing by the clerk.

23 Signed this 12 day of Jan, 2012.

24 15/ D. Charles Bailey
25 Circuit Court Judge

26
PAGE 2- AFFIDAVIT, MOTION AND ORDER FOR COMMISSION
TO TAKE OUT-OF-STATE-DEPOSITIONS

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WYSE KADISH LLP
Suite 1300
621 SW Morrison Street
Portland, Oregon 97205-3816
(503) 228-8448
Facsimile: (503) 273-9135

CERTIFICATE OF SERVICE

I hereby certify that I did did not (circle one) serve a copy of give notice of AFFIDAVIT,

4 MOTION AND ORDER FOR COMMISSION TO TAKE OUT-OF-STATE DEPOSITIONS to

5 him/her (circle one) on [date] _____ at [time] _____ AM/PM (circle one) by [method of service/notice] _____.

7 No service was made because time is of the essence. I have no knowledge that

8 Defendant has legal representation at this time. I have tried to contact Defendant and Defendant
9 never responded.

DATED: January 12, 2012.

Lisa A. Amato, OSB #920253
Attorney for Plaintiff
laa@wysekadish.com

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4 IN THE CIRCUIT COURT OF THE STATE OF OREGON
 5 FOR THE COUNTY OF WASHINGTON

6 MILESTONE SYSTEMS, INC., an)
 7 Oregon corporation,) Case No. C12-0177CV
 Plaintiff,)
 8) COMMISSION TO TAKE FOREIGN
 v.) DEPOSITIONS
 9)
 RIAN SCHERMERHORN,)
 10)
 Defendant.)
 11 _____)

12

13 TO ANY PERSON AUTHORIZED TO ADMINISTER OATHS IN the state of Washington:

14

15 Pursuant to ORCP 38, by Order of the above titled Court made upon application of
 16 Plaintiff in the above-captioned case, you are hereby appointed, commissioned and authorized to
 17 take the depositions of the following named people in the State of Washington:

18 1. Rian Schermerhorn, 2310 N Fourth Way, Ridgefield, WA 98642;
 19 2. Rian Schermerhorn as personal representative for Exacq Technologies; and
 20 3. Exacq Technologies, who shall designate one or more officers, directors,
 21 managing agents, or other persons who consent to testify on its behalf, and shall
 22 set forth for each person designated, the matters on which such person will testify.

23 You are authorized to administer an oath to the above witnesses and to take their
 24 depositions on oral examination. You are further authorized and directed to cause the
 25 examinations of these witnesses to be recorded and to certify that the witnesses were duly sworn
 26

1 and that the deposition transcripts are a true record of the witnesses' testimony. This commission
2 expires 120 days from the date of signing.

3 Signed this 12 day of January, 2012.

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Richard E. Moellmer
Trial Court Administrator

By: 